

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED
SEP 10 2014
U.S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
DANA TYRONE JEFFERSON,)
a/k/a CASEY JEFFERSON,)
a/k/a DANA TIBERIUS JEFFERSON,)
)
Defendant.)

No.

4:14CR00283 AGF/NCC

INDICTMENT

The Grand Jury charges that:

THE SCHEME

1. Beginning at a time unknown to the Grand Jury but in at least as early as October 2009 and continuing through at least August 14, 2014, the defendant, DANA TYRONE JEFFERSON, also known as CASEY JEFFERSON, also known as DANA TIBERIUS JEFFERSON, with the intent to defraud, devised a scheme to defraud individuals into making loans to him and providing him with housing and other benefits based upon the materially false pretense that JEFFERSON was the beneficiary of a multi-million dollar inheritance, which inheritance JEFFERSON falsely promised would be used to repay his lenders and provide them with other benefits, when in truth and fact JEFFERSON was not the beneficiary of any such inheritance.

MANNER AND MEANS OF THE SCHEME

2. The manner and means of the scheme are further described as follows:

a. It was part of the scheme that JEFFERSON represented to prospective lenders that he had been left a large inheritance, which JEFFERSON variously represented to be between \$5,000,000.00 and \$200,000,000.00. JEFFERSON sometimes represented that this inheritance constituted his share of his deceased father's estate. JEFFERSON sometimes represented to lenders that the funds were kept in a trust, other times that the funds were kept in an account at Vantage Credit Union in Saint Louis, Missouri, and yet other times that the funds were kept in an account at a bank in Miami, Florida.

b. In truth and fact, JEFFERSON had not been left an inheritance in the amount of even \$5,000,000.00, let alone \$200,000,000.00. The only account that JEFFERSON is known to have held at Vantage Credit Union has never had a balance of more than \$56,289.69. Instead, the falsehood of an inheritance was a fiction designed by JEFFERSON to induce his victims to lend him money by causing them to believe that JEFFERSON had a source of future funding which he could use to repay the loans, when in fact JEFFERSON had no such expectation of being able to repay the loans using any such inheritance.

c. It was further part of the scheme that JEFFERSON indicated to prospective lenders that he did not have immediate access to his inheritance. JEFFERSON provided various explanations for why he did not have immediate access to the inheritance funds. In at least one case, JEFFERSON represented that JEFFERSON's mother or step-mother had control of the funds and had restricted his access thereto. In at least one other case, JEFFERSON represented that he could not gain access to the funds due to the PATRIOT Act. On other occasions, JEFFERSON attributed his inability to gain access to the funds to the actions of the Internal Revenue Service or to an order

by a court of law. These representations were false in that JEFFERSON's inability to access his inheritance was due to the fact that it did not exist, and not any other reason.

d. It was further part of the scheme that JEFFERSON made false promises to prospective and current lenders that he would provide them with certain benefits instead of, or in addition to, repaying the loans that they had made or were contemplating making to JEFFERSON. JEFFERSON promised at least three lenders that once he gained access to his inheritance, he would use the funds to purchase homes for those lenders. JEFFERSON promised another lender that he would repay him double whatever was lent to JEFFERSON. JEFFERSON promised yet another lender that he would use his inheritance to purchase expensive motor vehicles for the lender. JEFFERSON promised yet other lenders that he would pay for plastic surgery, cruises, and a wedding. These promises were false in that, at the time he made them, JEFFERSON knew that he did not have an existing or forthcoming inheritance with which to repay any such loans and did not intend to make such a repayment using any such inheritance.

e. It was further part of the scheme that JEFFERSON created, signed, and initialed false documents in order to lend credibility to the scheme. In one instance, JEFFERSON affixed his signature to a spreadsheet purporting to be a schedule of wire transfers and checks that JEFFERSON was to receive between March and June 2009. This document was false in that JEFFERSON was never scheduled to receive any such wire transfers or checks.

f. It was further part of the scheme that JEFFERSON misrepresented his employment history to prospective and current lenders. Specifically, JEFFERSON represented that he had been employed as a Director for Royal Caribbean Cruise Lines. In truth and fact, JEFFERSON has never been so employed.

g. It was further part of the scheme that JEFFERSON pretended, within earshot of one or more lenders, to engage in telephone conversations where he purported to request access to funds from his inheritance. JEFFERSON had these fictional conversations in order to imply that he was communicating with a person who had the authority to release to JEFFERSON a portion of his inheritance, or who could assist JEFFERSON in gaining access to such funds. In truth and fact, JEFFERSON was not in any case communicating with any such individual. In at least one case, JEFFERSON had not even placed a phone call.

h. It was further part of the scheme that JEFFERSON made threats of harm to lenders who demanded repayment of their loans and who questioned the truthfulness of JEFFERSON's representations. JEFFERSON's purpose in making these threats was to intimidate lenders so that they would not report JEFFERSON's activities to authorities, thereby permitting JEFFERSON to conceal the falsity of his representations.

i. It was further part of the scheme that JEFFERSON obtained in excess of \$700,000.00 in loans from at least five individuals on the basis of the false and fraudulent pretenses, representations, and promises described above.

j. In addition, JEFFERSON's false representations and promises induced several of these lenders to offer JEFFERSON free tenancy in their primary residences. In exchange, JEFFERSON promised to compensate the lenders using funds from his fictional inheritance. JEFFERSON used the relationship of trust and confidence resulting from having a joint living arrangement to perpetuate the scheme and lull lenders into believing his false representations.

COUNT I
(Wire Fraud)

3. Each of the allegations in Paragraphs 1 through 2 of this Indictment is hereby incorporated by reference as if fully set forth herein.

4. On or about July 29, 2010, within the Eastern District of Missouri, the Defendant

**DANA TYRONE JEFFERSON, also known as
CASEY JEFFERSON, also known as
DANA TIBERIUS JEFFERSON**

having devised the above-described scheme and artifice to defraud and to obtain money and property by materially false and fraudulent representations, pretenses, and promises, and for the purpose of executing and attempting to execute that scheme, did knowingly transmit and cause to be transmitted by means of wire and radio communication in interstate commerce certain signs, signals, and sounds, to wit, a wire transfer in the amount of \$22,000.00 from an account at Commerce Bank in Saint Louis, Missouri to an account at PNC Bank in Saint Louis, Missouri, which wire transfer was routed through a clearinghouse in New Jersey by means of the Fedwire system.

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT II
(Wire Fraud)

5. Each of the allegations in Paragraphs 1 through 2 of this Indictment is hereby incorporated by reference as if fully set forth herein.

6. On or about July 30, 2010, within the Eastern District of Missouri, the Defendant

**DANA TYRONE JEFFERSON, also known as
CASEY JEFFERSON, also known as
DANA TIBERIUS JEFFERSON**

having devised the above-described scheme and artifice to defraud and to obtain money and property by materially false and fraudulent representations, pretenses, and promises, and for the purpose of executing and attempting to execute that scheme, did knowingly transmit and cause to be transmitted by means of wire and radio communication in interstate commerce certain signs, signals, and sounds, to wit, a wire transfer in the amount of \$10,600.00 from an account at Commerce Bank in Saint Louis, Missouri to an account at St. Johns Bank & Trust Company in St. John, Missouri, which wire transfer was routed through a clearinghouse in New Jersey by means of the Fedwire system.

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT III
(Wire Fraud)

7. Each of the allegations in Paragraphs 1 through 2 of this Indictment is hereby incorporated by reference as if fully set forth herein.

8. On or about July 9, 2013, within the Eastern District of Missouri, the Defendant

DANA TYRONE JEFFERSON, also known as
CASEY JEFFERSON, also known as
DANA TIBERIUS JEFFERSON

having devised the above-described scheme and artifice to defraud and to obtain money and property by materially false and fraudulent representations, pretenses, and promises, and for the purpose of executing and attempting to execute that scheme, did knowingly transmit and cause to be transmitted by means of wire and radio communication in interstate commerce certain signs, signals, and sounds, to wit, a wire transfer in the amount of \$55,000.00 from an account at St. Johns Bank & Trust Company in St. John, Missouri to an account at Vantage Credit Union in

O'Fallon, Missouri, which wire transfer was routed through a clearinghouse in New Jersey by means of the Fedwire system.

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT IV
(Wire Fraud)

9. Each of the allegations in Paragraphs 1 through 2 of this Indictment is hereby incorporated by reference as if fully set forth herein.

10. On or about September 3, 2013, within the Eastern District of Missouri, the Defendant

DANA TYRONE JEFFERSON, also known as
CASEY JEFFERSON, also known as
DANA TIBERIUS JEFFERSON

having devised the above-described scheme and artifice to defraud and to obtain money and property by materially false and fraudulent representations, pretenses, and promises, and for the purpose of executing and attempting to execute that scheme, did knowingly transmit and cause to be transmitted by means of wire and radio communication in interstate commerce certain signs, signals, and sounds, to wit, a wire transfer in the amount of \$35,000.00 from an account at St. Johns Bank & Trust Company in St. John, Missouri to an account at Vantage Credit Union in O'Fallon, Missouri, which wire transfer was routed through a clearinghouse in New Jersey by means of the Fedwire system.

In violation of Title 18, United States Code, Sections 1343 and 2.

FORFEITURE ALLEGATION

11. Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of an offense in violation of Title 18, United States Code, Section 1343 as set forth in Counts I through IV, the defendant shall forfeit to the

United States of America any property, real or personal, constituting or derived from any proceeds traceable to said offense.

12. Subject to forfeiture is a sum of money equal to the total value of any property, real or personal, constituting or derived from any proceeds traceable to said offense.

13. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America will be entitled to the forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p).

A TRUE BILL.

FOREPERSON

RICHARD G. CALLAHAN
United States Attorney

RICHARD E. FINNERAN, #60768MO
Assistant United States Attorney